
HOUSE BILL 1439

State of Washington 58th Legislature 2003 Regular Session

By Representatives Kenney, Conway, Chandler, Tom, Kagi, Wood and Wallace

Read first time 01/27/2003. Referred to Committee on Commerce & Labor.

1 AN ACT Relating to seller disclosure of the presence of uncertified
2 wood stoves or uncertified fireplace inserts; and amending RCW
3 64.06.020.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read
6 as follows:

7 (1) In a transaction for the sale of residential real property, the
8 seller shall, unless the buyer has expressly waived the right to
9 receive the disclosure statement, or unless the transfer is exempt
10 under RCW 64.06.010, deliver to the buyer a completed real property
11 transfer disclosure statement in the following format and that
12 contains, at a minimum, the following information:

13 INSTRUCTIONS TO THE SELLER

14 Please complete the following form. Do not leave any spaces blank. If
15 the question clearly does not apply to the property write "NA". If the
16 answer is "yes" to any * items, please explain on attached sheets.
17 Please refer to the line number(s) of the question(s) when you provide
18 your explanation(s). For your protection you must date and sign each
19 page of this disclosure statement and each attachment. Delivery of the

1 disclosure statement must occur not later than five business days,
2 unless otherwise agreed, after mutual acceptance of a written contract
3 to purchase between a buyer and a seller.

4 NOTICE TO THE BUYER

5 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER(S), CONCERNING THE
6 CONDITION OF THE PROPERTY LOCATED AT
7 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

8 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
9 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS
10 DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE THREE BUSINESS
11 DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS
12 SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING
13 YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER,
14 UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE
15 AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE
16 NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
17 THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A
18 PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.

19 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
20 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A
21 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
22 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,
23 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE
24 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE
25 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE
26 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,
27 INSPECTION, DEFECTS OR WARRANTIES.

28 Seller is/ is not occupying the property.

29 I. SELLER'S DISCLOSURES:

30 *If "Yes" attach a copy or explain. If necessary use an attached sheet.

31 1. TITLE

32 Yes No Don't know A. Do you have legal authority to
33 sell the property?

34 Yes No Don't know *B. Is title to the property subject
35 to any of the following?

1 (1) First right of refusal
2 (2) Option
3 (3) Lease or rental agreement
4 (4) Life estate?
5 Yes No Don't know *C. Are there any encroachments,
6 boundary agreements, or boundary
7 disputes?
8 Yes No Don't know *D. Are there any rights of way,
9 easements, or access limitations
10 that may affect the owner's use of
11 the property?
12 Yes No Don't know *E. Are there any written
13 agreements for joint maintenance
14 of an easement or right of way?
15 Yes No Don't know *F. Is there any study, survey
16 project, or notice that would
17 adversely affect the property?
18 Yes No Don't know *G. Are there any pending or
19 existing assessments against the
20 property?
21 Yes No Don't know *H. Are there any zoning
22 violations, nonconforming uses, or
23 any unusual restrictions on the
24 subject property that would affect
25 future construction or remodeling?
26 Yes No Don't know *I. Is there a boundary survey for
27 the property?
28 Yes No Don't know *J. Are there any covenants,
29 conditions, or restrictions which
30 affect the property?

31 **2. WATER**

32 A. Household Water

33 (1) The source of the water is

34 Public Community

35 Private Shared

36 (2) Water source information:

37 Yes No Don't know *a. Are there any written
38 agreements for shared
39 water source?

40 Yes No Don't know *b. Is there an easement
41 (recorded or unrecorded)
42 for access to and/or
43 maintenance of the water
44 source?

- 1 Doors Windows Patio
- 2 Ceilings Slab Floors Driveways
- 3 Pools Hot Tub Sauna
- 4 Sidewalks Outbuildings Fireplaces
- 5 Garage Floors Walkways
- 6 Other Wood Stoves

7 Yes No Don't know *F. Was a pest or dry rot, structural or "whole house" inspection done? When and by whom was the inspection completed?

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12 Yes No Don't know *G. Since assuming ownership, has your property had a problem with wood destroying organisms and/or have there been any problems with pest control, infestations, or vermin?

5. SYSTEMS AND FIXTURES

19 A. If the following systems or fixtures are included with the transfer, do they have any existing defects:

23 Yes No Don't know *~~(A-)~~ (1) Electrical system, including wiring, switches, outlets, and service

26 Yes No Don't know *~~(B-)~~ (2) Plumbing system, including pipes, faucets, fixtures, and toilets

29 Yes No Don't know *~~(C-)~~ (3) Hot water tank

30 Yes No Don't know *~~(D-)~~ (4) Garbage disposal

31 Yes No Don't know *~~(E-)~~ (5) Appliances

32 Yes No Don't know *~~(F-)~~ (6) Sump pump

33 Yes No Don't know *~~(G-)~~ (7) Heating and cooling systems

35 Yes No Don't know *~~(H-)~~ (8) Security system
 Owned Leased

37 *~~(I-)~~ (9) Other

B. Uncertified Wood stoves and Uncertified Fireplace Inserts

41 Yes No Don't know (1) Does this property have an uncertified wood stove or uncertified fireplace insert?

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Yes No Don't know *E. Are there any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the subject property?

Yes No Don't know *F. Are there any tanks or underground storage tanks (e.g., chemical, fuel, etc.) on the property?

Yes No Don't know *G. Has the property ever been used as an illegal drug manufacturing site?

8. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

Yes No Don't know *Are there any other material defects affecting this property or its value that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER

II. BUYER'S ACKNOWLEDGMENT

A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects which are known to me/us or can be known to me/us by utilizing diligent attention and observation.

- 1 B. Each buyer acknowledges and understands that the
- 2 disclosures set forth in this statement and in any
- 3 amendments to this statement are made only by the
- 4 seller.
- 5 C. Buyer (which term includes all persons signing the
- 6 "buyer's acceptance" portion of this disclosure
- 7 statement below) hereby acknowledges receipt of a
- 8 copy of this disclosure statement (including
- 9 attachments, if any) bearing seller's signature.

10 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
11 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF
12 DISCLOSURE. YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE
13 AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE
14 STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED
15 WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS
16 RIGHT OF RESCISSION.

17 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS REAL PROPERTY
18 TRANSFER DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES
19 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE
20 LICENSEE OR OTHER PARTY.

21 DATE BUYER BUYER

22 (2) The real property transfer disclosure statement shall be for
23 disclosure only, and shall not be considered part of any written
24 agreement between the buyer and seller of residential real property.
25 The real property transfer disclosure statement shall be only a
26 disclosure made by the seller, and not any real estate licensee
27 involved in the transaction, and shall not be construed as a warranty
28 of any kind by the seller or any real estate licensee involved in the
29 transaction.

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